

INSTRUCTIONS

Purchasing Department 619 Division St., 4th Floor

Port Orchard, WA 98366 Phone: 360.337.4788

Email:

purchasing@co.kitsap.wa.us

REQUEST FOR PROPOSAL TITLE: FULL BODY SCANNER AND SERVICES

MATERIALS AND/OR SERVICE REQUESTED: Kitsap County ("County") is seeking proposals for the procurement of one full body scanner and services for the use in the Kitsap County Sheriff's Office Jail ("Jail").

CALENDAR OF EVENTS

Below are the important dates and times by which the actions must be completed. Dates and times are subject to change. If the County changes any of date or time, the change will be made by addendum.

EVENT	COMPLETION DATE, TIME, AND LOCATION	
ISSUANCE OF REQUEST FOR	March 5, 2021	
PROPOSAL		
PRE-PROPOSAL SITE VISIT	March 22, 2021 at 10:00 a.m. (Pacific Time)	
(Not mandatory):	Kitsap County Jail Administrative Office	
	Kitsap County Court House	
	614 Division Street, Room 219	
	Port Orchard, Washington 98366	
WRITTEN QUESTIONS DUE	March 24, 2021 by 4:00 p.m. (Pacific Standard Time)	
ADDENDUM ISSUED	March 26, 2021 by 4:00 p.m. (Pacific Standard Time)	
PROPOSAL DUE DATE	April 2, 2021 by 2:00 p.m. (Pacific Standard Time)	
ESTIMATED START DATE	TBD	

SUBMIT PROPOSALS TO:

Mailing Address for USPS delivery: **Physical Address** for courier or hand delivery:

By Appointment

Vicki Martin, Purchasing Agent Kitsap County Purchasing Office 614 Division Street, MS-7

Port Orchard, WA 98366

Kitsap County Administration Building Purchasing Office – Fourth Floor 619 Division Street

Vicki Martin, Purchasing Agent

Port Orchard, WA 98366

PHONE: (360) 337-4788

EMAIL: Purchasing@co.kitsap.wa.us

WEBSITE: https://www.kitsapgov.com/das/Pages/Online-Bids.aspx

All communications concerning this solicitation must be directed to Kitsap County's Purchasing Agent identified above, via email only. Questions to, or communications with, other Kitsap County staff may disqualify offerors from the evaluation process.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.



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- Article 1. Project Overview
- Article 2. Scanner Specifications
 Article 3. Workstation, Software, Images, Radiation
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APPENDICES

Appendix A: Acknowledgment Form

Appendix B: Exceptions and Assumptions Form

Appendix C: Price Proposal Form

Appendix D: Contractor Reference Form Appendix E: Goods and Services Contract

Appendix F: FEMA Contract Terms and Certification

- 1. <u>SERVICES REQUESTS</u>. The Kitsap County ("County") is seeking proposals for the Kitsap County Sheriff's Office ("KCSO") from qualified organizations to provide a Full Body Scanner ("Scanner") for use in a correctional setting to detect objects concealed internally in or externally on the body, as provided in the request for proposal ("RFP").
- 2. PRE-PROPOSAL (NON-MANDATORY) SITE VISIT. A non-mandatory pre-proposal site visit will be held on Monday, March 22, 2021 at 10:00 a.m. (Pacific Time) from the Kitsap County Jail Administrative Office located at Kitsap County Court House, 612 Division Street, Room 219, Port Orchard, Washington. The site visit is a guided tour to familiarize Offerors with the environment in which Services will be provided. Each Offeror may send two staff to attend the tour. Offerors shall email the full names of attendees to Chief Penelope Sapp at psapp@co.kitsap.wa.us no later than March 17, 2021. Any requests for reasonable accommodation should be directed to Chief Penelope Sapp as early as possible to allow time to make appropriate arrangements.

Please arrive 15 minutes prior to the start of the tour and ask for Chief Penelope Sapp. Attendees should bring photo identification and may be subject to a search prior to entry into the Jail. No cell phones, briefcases, handbags, recording devices or photographic equipment will be allowed in the Jail. Attendees may bring a clipboard or note pad to take notes.

Substantive questions asked during the tour will be addressed officially in written response. Oral statements or instructions will <u>not</u> constitute an amendment to this solicitation. Any substantive questions and answers will be distributed by addenda as provided herein.

- 3. <u>PROPOSAL DUE DATE AND TIME</u>. All offers must be received by the Kitsap County Purchasing Department at the specified location by the offer due date and time. Offers, modifications, and requests to withdraw received <u>after</u> the offer due date and time will be rejected.
- 4. <u>DEFINITIONS</u>. The following definitions will be used in this solicitation, associated documents, and resulting Contract.
 - <u>Addenda</u> means written instructions issued by the Purchasing Agent prior to the offer due date and time which modify or interpret the solicitation documents by additions, deletions, clarifications, or corrections.
 - <u>Contract</u> means the agreement to provide the goods and/or services that are the subject of this solicitation. The contract will be comprised of the solicitation documents, which include the



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instructions, scope of work, technical requirements, any County clarifications and addenda, the Contractor's proposal as accepted by the County, the agreement signed by the parties, and all appendices, attachments, amendments and exhibits referenced herein and therein.

- Contractor means the person or entity awarded a contract resulting from this solicitation.
- County means Kitsap County, Washington.
- Offeror means the entity who submits a proposal in response to the solicitation.
- Exception means the offeror will not comply with the contract provision.
- <u>Proposal or offer</u> means all documentation and information submitted by the offeror in response to this solicitation.
- <u>RFP or Solicitation</u> mean this entire solicitation packet without limitation, the instructions, scope of work, technical requirements, all appendices, addendums, exhibits, and attachments.
- Work or services means all work to be performed, services to be provided, and equipment to be furnished as identified in the solicitation.

For purposes of this solicitation the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition.

- 5. <u>ACKNOWLEDGMENT</u>. The Acknowledgment Form (Appendix A) shall be returned with the offer with an original blue ink signature by a person authorized to sign the offer. Unsigned offers may be rejected by the County as incomplete. Pricing documents and other documents which require information to be filled in must be completed in ink, typewritten or computer printed. No offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the offer shall be initialed in original blue ink by the authorized person signing the offer. Offerors shall submit **one** (1) **original**, marked "original" and **five** (5) **hard** copies and **one** (1) **electronic** copy (thumb/flash drive) of the offer with their submittal. Postmarked, telegraphic (facsimile) or emailed offers will not be considered.
- 6. <u>ACCEPTABLE FORMATS</u>. Offeror's electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and XLSX (Microsoft Excel), PPT and PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat). Requests to submit files in another format shall be directed to the purchasing agent.
- 7. <u>ELECTRONIC DOCUMENTS</u>. The RFP is provided in an electronic format. Any unidentified alteration or modification to any RFP documents, including appendices, attachments, exhibits, forms, or other documents contained herein, will be null and void. In those instances, where modifications are identified, the original document published by the County shall take precedence.



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- 8. <u>SUBMISSION</u>. Offers shall be submitted to the Purchasing Agent at the location specified on the solicitation face sheet in a sealed envelope or package provided by the offeror, and shall include:

 1) offeror's name and address, 2) solicitation name and number, and 3) submittal date clearly identified on the outside of the envelope or package. The offeror is responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offers received after the offer due date <u>and</u> time will not be opened or considered. The timeliness of offer submissions is determined by the County.
- 9. QUESTIONS, COMMUNICATIONS. Questions concerning this solicitation shall be submitted in writing via email only to the Purchasing Agent. Written questions will be accepted up to the date and time identified on the solicitation face sheet. All correspondence related to the solicitation should refer to the solicitation number, page, and section number. Offerors are to obtain written clarification from the Purchasing Agent regarding any inadequacy, omission, or conflict prior to submitting an offer. Failure to do so will not relieve the offeror of any responsibilities under this solicitation or any subsequent contract. Offerors may only rely on written answers issued by the Purchasing Agent. Substantive questions and answers are posted on the Kitsap County website at https://www.kitsapgov.com/das/Pages/Online-Bids.aspx. It is the responsibility of the offeror to assure they received responses to questions if any are issued. *All oral communications are unofficial and nonbinding on the County*. Offerors that directly communicate with other county staff regarding this solicitation without prior authorization from the Purchasing Agent may be disqualified.
- 10. <u>ADDENDA, APPENDICES</u>. The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation, which will be published on the Kitsap County website. It is the offeror's responsibility to check for addenda and appendices. Offeror shall acknowledge receipt of all addenda on the Acknowledgment Form and complete and submit all solicitation appendices with the proposal. Offers that do not comply with this section may be rejected as nonresponsive.
- 11. <u>EXAMINATION OF SOLICITATION AND SITE</u>. By submitting an offer, the offeror certifies that in submitting a proposal, offeror has considered federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; carefully read and understood the solicitation package, conditions, and technical requirements, and has full knowledge of the nature, scope, and extent of how local conditions may affect the services to be provided.
- 12. <u>LIABILITY FOR ERRORS</u>. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the offeror from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
- 13. PREPARATION COSTS AND SAMPLES. The County is not liable for any costs incurred by the



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offeror in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples, for this solicitation. All such activities are done at the offerors own expense. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

- 14. PREPARATION OF OFFER, COSTS AND TAXES. All offers shall be submitted on the forms provided in the solicitation package. Offers shall include all costs as described and indicated by the technical requirements. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.
- 15. <u>OFFER ACCEPTANCE PERIOD</u>. Offers must remain open and valid, and may not be redrawn or amended, for at least **120 days** following the opening date and time. The County may request an extension of the offer acceptance period.
- 16. <u>COUNTY RIGHT TO WITHDRAW OR AMEND</u>. The County in its sole discretion retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason or no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall control.

17. REJECTION OF OFFERS, WAIVER OF IRREGULARITIES

- A. All offers must comply with the terms of this solicitation, County procurement policy, and all applicable, federal, state, and local laws, codes, and regulations. The County in its sole discretion may 1) reject any and all offers submitted, or portions thereof, 2) waive or reject any defects, informalities, or irregularities; 3) reissue the solicitation; 4) modify the solicitation; 5) cancel the solicitation; and/or 6) re-advertise and solicit new offers on the same scope of work or on a modified scope of work, when it is in the best interests of, or advantageous to, the County. The County reserves the right to reject any conditional offer. Offers will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- B. Offerors may not qualify the offer with limitations nor restrict the rights of the County. If an offeror does so, the Purchasing Agent may reject the offer as a non-responsive counteroffer. Certain irregularities in an offer may be waived by the Purchasing Agent if it: 1) does not affect responsiveness, 2) is merely a matter of form or format, 3) does not change the relative standing of or otherwise prejudice other offerors, 4) does not change the meaning or scope of the solicitation, 5) is trivial, negligible, or immaterial in nature, 6) does not reflect a material change in the work, or 7) do not constitute a substantial reservation against a requirement or provision.



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- 18. <u>LATE SUBMISSION</u>. Offerors are solely responsible for submitting their proposals at the place and by the time provided in the RFP. Offerors should allow sufficient time to ensure timely receipt by the County. Offerors assume the risk for the method of delivery and for any delay in the delivery of the proposal. All proposals received after the due date and time will be rejected. The timeliness of proposal submissions is determined by the County.
- 19. <u>NON-RESPONSIVE OFFERS</u>. The County may at any time reject all or part of any offer as nonresponsive for any of the following reasons: a) late or incomplete offer; b) noncompliance with any part of the solicitation; c) inaccurate, misleading, exaggerated, or false information; or d) failure to respond to every solicitation item or to provide all information requested.
- 20. <u>ACCEPTANCE NOT BINDING</u>. Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract executed by both parties.
- 21. <u>OFFEROR WITHDRAWAL OF OFFER</u>. Offerors may modify or withdraw a submitted offer <u>prior</u> to the offer due date and time. A request to modify or withdraw an offer must be in writing, signed by an authorized representative of the offeror, and submitted to the Purchasing Agent. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted <u>prior</u> to the offer due date and time. Negligence in preparing an offer confers no right of withdrawal or modification <u>after</u> the offer due date and time.
- 22. <u>DELAYS</u>. The County, at its sole discretion, may delay any or all scheduled due dates indicated on the solicitation fact sheet if it is advantages to the County to do so.
- 23. <u>SERIAL NUMBERS</u>. Offerors which include equipment shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the County reserves the right to reject any altered equipment.
- 24. BRAND NAMES AND EQUIVALENTS. References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item and may require the offeror to provide additional information and/or samples. If the offeror does not specify otherwise, it is understood that the referenced brand will be supplied.
- 25. <u>SPECIFICATIONS</u>. The apparent silence or omission in the technical requirements of the scope of work as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the technical requirements shall be made based on this statement.



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- 26. <u>EXCEPTIONS AND ASSUMPTIONS</u>. Offers in strict compliance with the solicitation are desired. Offerors must provide a complete comprehensive listing of all exceptions and assumptions made in preparing the offer using the <u>Exceptions and Assumptions Form</u>. If any assumption is not acceptable to the County, it may cause the offer to be rejected. No assumptions shall be included regarding negotiation, terms and conditions, and requirements. The absence of identified exceptions or assumptions shall mean offeror meets all solicitation requirements in every respect.
- 27. <u>DESCRIPTIVE LITERATURE</u>. All offers shall include complete manufacturer's descriptive literature regarding the equipment, goods and/or services proposed to be furnished. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
- 28. <u>FIRM PRICING</u>. Prices will be firm for the entire contract period unless the solicitation specifically states otherwise.
- 29. <u>NON-EXCLUSIVE CONTRACT</u>. The County retains the discretion to make multiple or partial awards to obtain the same or similar services and products that are the subject of this solicitation and/or to order greater or less products or quantities based on County need. Contracts resulting from this solicitation are not exclusive service agreements.
- 30. <u>CONFLICT OF INTEREST</u>. Offerors shall disclose whether offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing on the offer letter.
- 31. <u>APPLICABLE LAWS</u>. Interested parties are advised that all County contracts and documents pertinent to this solicitation are subject to all legal requirements provided in applicable Kitsap County Ordinances, Washington state, and federal statutes and regulations.
- 32. <u>LICENSES AND CERTIFICATIONS</u>. Offerors, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of proposal and during the entire contract period.
- 33. PUBLIC RECORD, CONFIDENTIAL INFORMATION. All offers and other records submitted to the County in response to this solicitation become the property of the County and are subject to inspection and copying under the Public Records Act (Act), chapter 42.56 RCW. If an offeror considers any portion of its offer, electronic or hard copy, to be proprietary or confidential under Washington law, the offeror shall specifically identify each page and item the offeror claims to be exempt. If the County receives a request under the Act to inspect or copy the information that has been identified by the offeror as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the offeror of the request and the date the exempt information will be released to the requestor unless the offeror obtains a court order to enjoin



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disclosure pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. The County will not assert any exemption on behalf of the offer, nor will the County be liable to the offeror for releasing records that have been marked by the offeror as exempt.

- 34. <u>INTERLOCAL PURCHASING AGREEMENTS</u>. This is for information only and not to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an intergovernmental cooperative purchasing agreement with Kitsap County may purchase from County Contracts. The offeror has the option to agree to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should the offeror impose additional costs for such purchases, the offeror is to name such additional pricing as a supplement to their offer.
- 35. <u>NOTICE</u>. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
- 36. <u>CONTRACT TERMS</u>. Attached as Appendix D is the County's Goods and Services Contract. Please review this document carefully as it is intended to be non-negotiable. However, reasonable requests for modification may be granted at the County's sole discretion. If the Offeror takes exception to any provision below, those exceptions must be noted on the RFP Exceptions form.
- 37. <u>DISCUSSIONS</u>. The County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 38. <u>INTERVIEWS</u>. The County reserves the right to conduct interviews with some or all the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process may be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview process.
- 39. <u>NEGOTIATIONS</u>. Negotiations will be scheduled at the convenience of the County. Should the evaluation process result in a top-ranked proposal, the County may limit negotiations to only that offeror and not negotiate with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the County may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.
- 40. <u>REFERENCE CHECKS</u>. The County may conduct reference checks to verify the offeror's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the County not including the referenced experience in the evaluation process. The County reserves the right to obtain



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reference checks, other than those provided by the offeror, relevant to the services to be provided and the prospective working relationship between the County and the offeror.

41. <u>PROPOSAL FORMAT AND CONTENTS</u>. Offerors are to respond to all information requested in this solicitation. Offerors must follow the format set out in this solicitation and provide all information requested. Proposals should be consecutively numbered and organized as identified below and include all appendices, appropriately signed, tabbed, and referenced.

A. <u>Introduction – Company Profile</u>.

- Identify the full legal name and address of the offeror's company.
- Identify the mailing address, and phone number of the person the County should contact regarding the proposal.
- Identify type of business identity (i.e. partnership, joint enterprise, corporation) and state of incorporation.
- Identify the number of years offeror has operated under the current company name.
- Identify if Offeror has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with another government entity. If yes, provide detailed information regarding the same.

B. Qualifications and Experience

- Identify previous experience, capabilities, and other qualifications to provide the materials and services requested in this solicitation for projects of similar size, scope, and nature.
- Describe offeror's experience in providing public alert and warning and staff notification capabilities.
- C. <u>References</u>. Provide at least five (5) references from entities the offeror has provided or is providing the same or similar services using the Contractor Reference Form (Appendix D).
- D. <u>Litigation</u>. Provide a summary of all litigation (regardless of disposition/status) involving the Offeror as plaintiff or defendant within the past five years.

E. Technical Approach

- 1. Describe the procedures and methods that will be used to provide the materials and services to meet the objectives and technical requirements identified in the solicitation.
- 2. Include a list of all County and offeror's responsibilities.
- 3. Provide a project schedule by task.
- 4. Compliance with the requirements of the scope of work
- F. <u>Price Proposal</u>. The Price Proposal Form (Appendix C) must be submitted with the offer in a sealed and separate envelope. The offeror's total cost for the entire project term must be represented as identified in the solicitation. The Price Proposal must include an itemized list of all direct and indirect costs associated with the performance of the contract, including but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time developed to the project,



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and profit. The awarded contractor must hold the accepted prices and costs for the entire contract period. No price change shall be effective without prior written consent of the County. The County will not be liable for any costs the offeror does not identify in its proposal.

G. <u>Attachment</u>, <u>Appendix</u>, <u>Addenda</u>. All Attachments, Appendices, and addenda must be completed and submitted as required.

42. EVALUATION CRITERIA.

Kitsap County will evaluate proposals on their compliance with and responsiveness to the requirements described herein, and will recommend the firms to be selected, which, in its opinion, are best suited to accomplish the required services for the Kitsap County Sheriff's Office Jail.

Evaluations will not rely solely on price, but will also consider adherence to specifications, qualifications, technical considerations, service experience, flexibility, cost effectiveness (to the County and the residents), references, and services proposed, to determine the proposal that, in the County's opinion, best meet its needs. To receive full consideration, each proposal must offer comprehensive and thorough responses to all requests included in this solicitation.

	EVALUATION CRITERIA	POINTS
1.	Offerors overall experience in providing and servicing full body scanners in facilities comparable to, or larger than, the Kitsap County Sheriff's Office Jail	40 points
2.	Project plan to include timeline for ordering, delivery, installation, acceptance testing, and user training	50 points
3.	Equipment and technology proposed, compliance to applicable industry standards, performance and durability of equipment, nature and adequacy of services, maintenance, and warranties	70 points
4.	Business References and feedback provided by current users of Contractor's equipment/system.	20 points
5.	Price	20 points
TOT	AL SCORE	200 points

END OF INSTRUCTIONS